



March 16, 2026

Re: Alcon Vision, LLC's Minimum Advertised Price Policy for the United States

Dear Seller,

Alcon Vision, LLC ("Alcon") is excited for the forthcoming launch of its unilateral Minimum Advertised Price Policy for the United States ("MAP Policy"), which will be effective April 1, 2026. The MAP Policy applies to all authorized sellers advertising to end-user consumers in the United States.

As we are approximately 15 days away from the effective date of the MAP Policy, we are writing to remind you to promptly review the enclosed MAP Policy (including the accompanying MAP Schedule).

As a reminder, if you are an Authorized Distributor of our products, the MAP Policy is applicable to your reseller customers. Accordingly, *Authorized Distributors must provide this packet of materials to their reseller customers as soon as possible.*

Our hope is that by providing this advance notice, all sellers will have received the MAP Packet and have had ample time to review the MAP Policy terms prior to the April 1, 2026 effective date.

We have also prepared Frequently Asked Questions ("FAQs") regarding the MAP Policy, attached at the end of the MAP Packet. Any questions regarding the MAP Policy that are not answered in the MAP Policy itself or the FAQs should be submitted in writing and directed to our MAP Policy Administrator at map_policy.alcon@Alcon.com.

Thank you for your careful attention to the attached documents and for your continued support of the Alcon brands.

Sincerely,

Alcon Vision, LLC



ALCON VISION, LLC MINIMUM ADVERTISED PRICE POLICY FOR THE UNITED STATES
Effective Date: April 1, 2026

1. Purpose

There are certain advertising practices that undermine the reputation, brands, goodwill, and premium image of Alcon Vision, LLC (“Alcon”) over-the-counter (OTC) products with our target consumer population and discourage our sellers from investing in our products and providing the best possible service and support to consumers. To protect the integrity of our brands, we are implementing this unilateral Alcon Vision, LLC Minimum Advertised Price Policy for the United States (“Policy”), which applies to all authorized sellers (“Sellers”) of our products advertising to end user consumers in the United States. This Policy supersedes all our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

2. Covered Products

This Policy applies to advertisements of our products listed on the Alcon Vision, LLC Minimum Advertised Price (MAP) Schedule (“Covered Products”), the current version of which is available [here](#). The MAP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current MAP Schedule, but we will work to notify Sellers promptly when updates are made to it.

3. The Minimum Advertised Price

The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). **While Sellers remain free to advertise and sell all our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP unless otherwise set forth herein.**

4. Advertising and Advertisements

The terms “advertising” and “advertisement” include all promotional or pricing information related to Covered Products displayed in any type of media, including, but not limited to:

- newspapers
- flyers
- outdoor signage
- websites
- blogs
- social media
- mobile ads
- affiliate marketing networks/
comparison shopping engines
- seller-initiated text messages or
emails to customers or
prospective customers
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- product listing ads
- sponsored links
- audio or conversational
advertising through smart home
devices or voice assistants
- smart speaker advertising
- ads in any other media in a
digital format that is conveyed via
the internet
- any other marketing or
promotional materials, whether
displayed online, through
broadcast, or other media

The terms “advertising” and “advertisement” do not include:

- Signage and other pricing information displayed within a brick-and-mortar selling location; and
- Pricing information displayed at the “Final Online Checkout Stage” (which is generally when the Covered Product is put into an online shopping cart that contains the customer’s name, shipping address, email address, and payment information for a transaction). Please note that pricing information in the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller’s own website.

5. Policy Violations and Permissible Promotions

Direct or indirect attempts to circumvent this Policy violate this policy. Other advertisements that violate this Policy include, but are not limited to:

- A. Displaying the advertised price of the Covered Product below the MAP.

- B. Offering coupons, discounts, rebates, or other inducements that, when applied or layered, result in an advertised price lower than the MAP, including through use of a storewide sale, category-wide sale, website-wide sale, BOGO, promotional code, or other similar provision that can be applied to the Covered Products. See Section 5(G) below for permitted coupon and promotional activities.
- C. Bundling Covered Products with other products (whether made by or provided by Alcon or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product(s).
- D. Strikeouts or strikethroughs of advertised pricing information in a manner that results in the advertised price being below MAP.
- E. "See price in cart," "click for price," or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage.
- F. Permitting any third-party to alter the advertised price for any Covered Product.

Notwithstanding the prior advertisements that constitute violations in Section 5, it is not a violation to advertise the following:

- G. Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) applies to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; (2) does not specifically refer to Alcon, its brands, or the Covered Products; (3) does not result in an advertised price of more than twenty five percent (25%) below the Covered Product's MAP; and (4) the advertisement does not calculate the application of the promotion or coupon to the advertised price for the Covered Product.
- H. "Subscribe and Save," "Auto-ship and Save," "Repeat Delivery," or other subscription or auto-replenishment loyalty discount programs which result in a Covered Product being advertised at a price lower than the MAP.
- I. A loyalty, rewards, or like program offered by the Seller that can be used on the Covered Products, provided (1) the program is structured to genuinely reward and encourage loyal buying behavior; (2) any rewards, points, or other loyalty benefits that can be applied to the Covered Product must have been earned or accrued prior to the contemplated transaction of the Covered Product; and (3) the Seller cannot advertise that a prospective purchaser may sign up for the program during the transaction or checkout process of that Covered Product to receive the promotional offer.
- J. A gift card with purchase of a Covered Product, provided that the gift card (1) applies to all products offered by a Seller or all products offered by a Seller in the same category as the Covered Product; and (2) does not specifically refer to Alcon, its brands, or the Covered Products in the advertisement.
- K. The advertisement of the availability of a manufacturer's rebate or coupon that can be applied to the Covered Product, provided that (1) the advertisement includes the amount of the manufacturer's rebate or coupon; (2) the terms related to the application of the manufacturer's coupon or rebate are generally in the same font, style, and size used to advertise the prices of other products; and (3) the advertisement does not calculate the application of the manufacturer's rebate or coupon to the advertised price for the Covered Product.

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between Alcon and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

7. Noncompliance

We will take the following actions against any Seller that does not comply with this Policy:

First Violation: Written notice.

Second Violation: Written notice and a 30-day shipping hold for the Covered Product(s) in violation of this Policy. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 30-day period. All distributors will be notified that you are not authorized to purchase Covered Product(s) in violation during this period.

- Third Violation:** Written notice and a 90-day shipping hold for the Covered Product(s) in violation of this Policy. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 90-day period. All distributors will be notified that you are not authorized to purchase the Covered Product(s) in violation during this period.
- Fourth Violation:** Termination of business relationship and revocation of “authorized” status as to the Covered Product(s) in violation of this Policy. We will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an “authorized” Seller of the Covered Product(s) in violation of this Policy. All distributors will be notified that your authorized status has been revoked as to the applicable Covered Product(s).

We will enforce this Policy in our sole discretion. Sellers have no right to enforce this Policy.

8. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller’s compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at map_policy.alcon@Alcon.com. We will not accept any other form of communication from Sellers regarding this Policy.



ALCON VISION, LLC MAP POLICY FREQUENTLY ASKED QUESTIONS

These MAP Policy Frequently Asked Questions are intended to provide you with additional information regarding the Alcon Vision, LLC Minimum Advertised Price Policy for the United States ("MAP Policy") issued by Alcon Vision, LLC ("Alcon"). Should you have a question not addressed by the MAP Policy itself or otherwise addressed here, or need further clarification on the MAP Policy, please contact the MAP Policy Administrator at map_policy.alcon@Alcon.com. **Please note that Alcon sales representatives and other employees are not authorized to discuss the MAP Policy beyond what is written here and will direct you to contact the MAP Policy Administrator.**

What is the MAP Policy? The MAP Policy states how all Alcon over-the-counter (OTC) products under the Clear Care, GenTeal, Naphcon-A, Opti-Free, Pataday, Systane, and Zaditor brands may be advertised online and offline, effective April 1, 2026.

Why is Alcon implementing a MAP Policy? The MAP Policy is intended to promote the image and protect the reputation and brand integrity of Alcon's brands in an ever-evolving retail and ecommerce environment. The MAP Policy will benefit authorized sellers by supporting their investments in our brands.

To whom does the MAP Policy apply? The MAP Policy applies to all authorized sellers advertising OTC products online and offline to end-user consumers in the United States. It applies to both direct accounts and indirect customers buying through distribution. If you have any questions about Alcon's Authorized Seller Program, please email salesplanning.otc@alcon.com.

To which Alcon products does the MAP Policy apply? The MAP Policy applies to advertisements of the OTC products listed on the Alcon Vision, LLC Minimum Advertised Price (MAP) Schedule ("Covered Products"), available [here](#). Sellers are responsible for reviewing the current MAP Schedule to understand which products are subject to the MAP Policy.

Can I sell Covered Products at any price that I want? Yes, the MAP Policy only covers *advertised prices* of Covered Products. The MAP Policy does not affect actual resale price. Sellers are free to advertise and sell products at whatever price they wish.

Can I advertise Covered Products above MAP? Yes, the MAP Policy does not establish maximum advertised prices. Sellers are free to advertise a Covered Product at any price, including above the Covered Product's MAP.

How will I be notified of a failure to comply with the MAP Policy? You will receive a written communication from the Alcon MAP Policy Administrator (map_policy.alcon@Alcon.com).

Can I appeal a MAP Policy violation decision? No, Alcon's enforcement decisions are not negotiable and not appealable.

What if my violation was unintentional or due to a misunderstanding of the MAP Policy? Sellers are responsible for the accuracy of their advertised pricing for Covered Products and for understanding and complying with the MAP Policy. Alcon will determine, in its sole discretion, whether a violation has occurred. Alcon will not accept any communication from a seller who has violated the MAP Policy regarding the violation or the willingness of the seller to bring its advertised pricing into compliance with the MAP Policy.

Can I get an exception to the MAP Policy for a certain period of time, like the allergy season or to clear out older inventory? Alcon does not grant exceptions to the MAP Policy for any individual seller but may, in its sole discretion, temporarily suspend or modify the MAP Policy from time to time pursuant to a MAP holiday. Alcon will use its best efforts to notify all sellers before any such MAP holiday goes into effect.

Who do I notify that I received the MAP Policy and that I agree to follow it? Alcon's MAP Policy is unilateral, and Alcon does not want (and will not accept) any assurances that you plan to comply with the MAP Policy. Each seller must independently decide whether to comply with the MAP Policy.

I see another seller violating the MAP Policy. What is Alcon doing to enforce its MAP Policy against that offending seller? Alcon's MAP Policy is unilateral, and Alcon's enforcement decisions are handled internally and unilaterally. We do not discuss enforcement actions with respect to a seller with any other sellers. Please know that Alcon values its business relationship with you and is working hard to support authorized sellers through initiatives to grow the Alcon brands, including the MAP Policy.

How will the MAP Policy benefit me? The MAP Policy is designed to protect and promote Alcon's brands which, in turn, helps maintain their image with our target consumer population. The MAP Policy also enables authorized sellers to differentiate themselves on the basis of factors other than advertised price, such as customer service, customer experience, and convenience.